and the seal of the Company and the Deputy Commissioner, Shimoga, hath on behalf of the Governor of Mysore, set his hand and affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by..... ..... in the presence of

Sd/.....,

for Managing Director,
The Mysore Iron and Steel Limited,
Bhadravathi.

1 Sd/.....,
Accounts Officer,
Development, M. I. S. W. D.

2 Sd/.....,
Public Relations Officer,
M. I. and S. L., Bhadravathi.

Signed, sealed and delivered by
in the presence of

(1) ..... Sd/.....,

(2) ..... Deputy Commissioner.

In the presence of :

Sd/K. Seshagiri Rao,
Under Secretary to Government, Revenue Department.

For and on behalf of and under the directions of the Governor of Mysore.

Sd/B. T. Nayak,
Deputy Secretary to Government, Revenue Department.

By Order and in the name of the Governor of Mysore,

K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*

No. RD 61 LCI 63, dated May 1964 (Jyeishta 5, Saka Era 1886).

In exercise of the powers conferred by Section 42 of the Land Acquisition Act, 1894 (I of 1894), as amended by the Mysore Act 17 of 1961 the agreement entered into by the Managing Director, the Mysore Iron and Steel Limited, Bhadravathi, with the Government of Mysore as annexed hereto is hereby Published as required by the said Section.

ANNEXURE.

Agreement.

An agreement made this Monday the twentythird day of March one thousand nine hundred and sixty four between the Mysore Iron and Steel Ltd., registered under the Company's Act of 1956 and having its registered office at Bhadravathi (hereinafter called the Company which expressions shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns), of the one part, and the Governor of Mysore of the other part.

Whereas the principal objects for which the Company is established are :—

Manufacture of Iron, Steel, Ferro-Alloys, Pipes, Cements, etc. (hereinafter referred to as "the said objects")

And Whereas the Company has applied to the Government of Mysore(hereinafter referred to as "the Government) that certain land more particularly described in the schedule hereto annexed and hereinafter referred to as "the said land" should be acquired under the provisions of the Land Acquisition Act 1894. (I of 1894) (hereinafter referred to as "the said Act", for the following purposes, namely :—

The land in Survey No. 64 of Jannapur village is required for the formation of Road.

And Whereas the Government, having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for the abovementioned purposes has consented to the provisions of the said Act being put in force in order to acquire the said land for the Company and has pursuant to Section 41 of the said Act required the Company to enter into an agreement herein after contained with the Government.

Now these presents witness and it is hereby agreed that Government shall put in force the provisions of the said Act in order to acquire the said land for the Company on the following conditions namely:—

1 The Company shall pay to the Government the entire cost as determined by the Government, of the acquisition of the said land, including all compensation, damages, costs, charges and other charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate Courts, and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed by Government. The moneys which shall be payable by the Company under this clause shall be paid by the initial deposit with the Deputy Commissioner of Shimoga (hereinafter called "The Deputy Commissioner') of the sum of Rupees one thousand one hundred, thirty-five (Rs. 1,135), within seven days after the execution of this agreement and thereafter by payment to the Deputy Commissioner within fourteen days after demand by the Deputy Commissioner in writting of such further amount or amounts as the Deputy Commissioner shall from time to time estimate to be required for the purpose of paying or disbursing any compensation damages, costs, charges or expenses hereinbefore referred to. This sum of Rs. 1,135 (Rupees one thousand, one hundred and thirty-five) is already paid to Revenue Department.

2 On payment of the entire cost of the acquisition of the said land, as herein above referred to the whole of the said land shall as soon as conveniently may be transferred to the Company at the cost in every respect of the Company so as to vest in the Company subject to the provisions of the Mysore Land Revenue Code (hereinafter called the "said code") and the rules made thereunder subject also to the provisions of this agreement as to the terms on which the land shall be held by the Company.

3 The said land when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for purpose for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder, and the local fund cess, as the case may be.

4 The company shall,

(1) not use the said land for any purpose other than that for what it is acquired.

(2) to undertake the work of formation of the Road within a few months from the date on which possession of the land is handed to the Company and complete the same within a few months from the aforesaid date.

(3) at all times, keep and maintain the said land and the building or buildings of Road created thereon in good order and condition to the satisfaction of the Deputy Commissioner.

(4) maintain all records of the company properly and supply to the Government punctually such returns and other information as may from time to time be required by the Government.

(5) not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable.

5 The company shall from time to time and at all times permit the Government or any Officer or Officers authorised by the Government in that behalf to inspect the said land any works of the company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the company to the construction of the said works of the company upon its said land.

6 In case the said land is not used for the purpose for which it is acquired as hereinbefore recited or is used for any other purpose or in case the company commits a breach of any of the conditions thereof, the said land together with the buildings, if any, erected thereon shall be liable to resumption by the Government subject however to the condition that the amounts spent by the company for the acquisition of the said land or its value as undeveloped land at the time of resumption whichever is less (but excluding the cost of value of any improvements made by the company to the said land or any structure standing on the said land) shall be paid as compensation to the company;

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed unless due notice of the breach complained of has been given to the company and the company has failed to make good to the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

7 If at any time or times the whole or any part of the said land is required by Government or for the purpose of making any new public road or for any purpose, connected with public health, safety, utility or necessity the company on being required by the Government in writing shall transfer to the Government the whole or part of the said lands as the Goverdment shall specify to be necesary for any of the aforesaid purposes and in consideration of such transfer, the Government shall pay to the company a sum equal to the amount of the compensation awarded under the said Act and paid by the company in respect of the land so transferred including the percentage awarded under Section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Shimoga whose decision in the matter shall be final, as the costs of the development of the land so transferred which shall include the value at the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on adjoining land.

8 All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the company.

SCHEDULE.

District: Shimoga, Taluk: Bhadravathi, Village: Jangapura. S. No. 64, Area: 12 guntas, bounded by East: Survey No. 17, West: Survey No. 64, South: Survey No. 63, North Survey No. 65.

In witness whereof the Managing Director and Vice-Chairman hath for and behalf of the Company set his hand and the seal of the Company and the Deputy Commissioner, Shimoga hath on behalf of the Governor of Mysore set his hand and affixed the seal hereto the day and year first above written.

Signed, sealed and delivered by

(Sd.) .....

Managing Director,
The Mysore Iron and Steel Ltd.,
Bhadravathi.

In the presence of :

1 (Sd.).....

Account Officer (Dev,),
MISLND.

2 (Sd.).....

Public Relation Officer,
M. I. & S. L., Bhadravathi.

(Sd.) ....

Deputy Commissioner
Seal of the

Signed, sealed and delivered by
in the presence of

1

2

In the presence of :

K. SESHAGIRI RAO,
Under Secy. to Govt., R.D.

For and on behalf of and under
the directions of the Governor
of Mysore.

Sd/- B. T. Nayak,
Dy. Secy. to Govt R. D.

By Order and in the name of the Governor of Mysore,

428 K. SESHAGIRI RAO, *Under Secy. to Govt., R.D.*